

SAN MATEO COUNTY FAIR

JUNE 13 - 21, 2020



PLEASE READ CAREFULLY AND THOROUGHLY!

These Rules and Regulations have been established for the benefit of everyone involved in the San Mateo County Fair. By following these Rules and Regulations, we can ensure everyone an enjoyable and successful Fair.

These rules apply to all food concessionaires, herein after will be known as Food Vendor. By signing your contract for space, you are acknowledging that you have read and understood these Rules and Regulations. It is your responsibility to know and follow them.

Fair Management retains the right to remove any vendor from the fairgrounds at any time without notice for reasons deemed necessary. It is important that any representative or employee working in your booth be aware of the rules set forth in this booklet.

These Rules and Regulations will be strictly enforced.

Fair Management reserves the right to amend, add to, and interprets the following Rules and Regulations and to determine finally all questions and differences with respect thereto, arising out of, connected with, or related to the Fair. This handbook summarizes the rules and conditions published annually governing the use of vendor space and conduct of vendors, and it is referenced in the Agreement for Vendor Space

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A

ACCOUNTING PROCEDURES

Concession Agreement fees are based on a percentage of gross sales. You must follow the following accounting procedures to tally your earnings. Should you have any problems or questions with adhering to these procedures, please contact **Diane Baumann, Financial Auditor** in the Vendor Office of Expo Hall.

- ✓ **Audits** Throughout the San Mateo County Fair, auditors will do spot audits which will test any and all of the following: use of PLU registers, starting cash, paid out receipts, money drops, over rings, daily sales, and all other transactions which denote appropriate cash control systems. If a spot check or spot audit turns up financial discrepancies, you will be notified with a written violation.
 - **Using a cash register for all transactions is mandatory.**
 - Cash drawers must be closed after each transaction.
 - Excessive use of the “no sale” key will be construed as unrecorded sales and the factored amount shall be added to the daily sales.
 - Tampering or adjustment of non-resettable “Z” counter, “Z” reading, or any other function of the cash registers is strictly prohibited.
- 1st Violation – Written Notice (Fines may vary depending on the extent of the violation)
2nd Violation – \$100.00 to \$1,000 Fine
3rd Violation – \$500.00 to \$5,000 Fine and loss of future contracts
4th Violation – TERMINATION of contract and removal from the grounds

- ✓ **Cash Registers and Electronic POS** All sales must be recorded by use of an approved cash register/electronic POS so that accurate records can be kept. Sales cannot be made from an open cash box, apron, or off the counter. Each cash register/electronic POS is required to provide the following:
 - Legible detail tape set with current date and time
 - Digital visual indicator so prices are in plain view as they are rung up
 - Consecutive transaction number
 - Cumulative “Z” counter
 - “X” reading
 - Grand Total counter which cannot be reset
 - Key protector
 - PLU-Price Look Up/Preset Keys must be set separately for each item being sold, even if the price is the same
 - 30-day battery backup with memory protection
- ✓ **Commission Payment Formula** All food concessionaire paying for their space by a percentage will use a formula based on a gross sales formula. The commission percentage required is 25% of this amount unless otherwise noted on your contract.

| |
|---|
| <p style="text-align: center;">Gross Sales Receipts* – Sales Tax = Net Sales Sales Tax Rate 9.25% Net Sales Total x .25 = Total Commission Due Total Commission Due less Food Script Accepted = Net Due</p> |
|---|

*Gross sales receipts means all money and food script, paid or payable to you for sales made or service rendered at or from the premises, or from any other source related directly or indirectly to operations under the Agreement, whether collected or uncollected, whether for cash or credit. It is understood that the term “gross sales receipts” shall include sales tax.

- ✓ **Daily Sales Reports** Daily sales report forms will be provided to you daily in the Vendor Office of Expo Hall. Daily “Z” reports that give a breakdown and accounting of all sales activity for each day will be required. Please check the status of the receipt and journal tapes prior to a “Z” out to make sure you do not lose any daily sales information due to lack of register tape. Z tapes report should also include daily sales number for credit card transactions. Attach the “Z” tape to the daily sales report so the Auditor may check your figures. When changing journal tapes, the used tape must be kept in on the grounds during the entire Fair. Only complete daily sales reports will be accepted, and please allow enough time so that any questions concerning sales sheets or other issues can be addressed. Your continuous running total of sales will be maintained and you are welcome to review it at any time. Any “Z” tapes not picked up after final settlement will be discarded on **Friday, July 4, 2020**. Z tapes are to be dropped off in the **Vendor Office located in Expo Hall**. Please turn in the previous day’s daily sales report between 8:00am and 11:00am each day.
- ✓ **Food Scripts** A limited amount of “script” will be issued to VIPs and San Mateo County Fair Staff Members. This script shall be counted as a dollar for dollar exchange. When food or beverages are purchased, the stand shall accept the script and give change or collect the amount due. Script shall be turned in each day daily and a running total shall be kept through auditing. Redeemed script shall be credited on a dollar for dollar basis during final settlement at the end of the Fair.

- ✓ **Register Tagging** The San Mateo County Fair Concessions Auditor will check each stand to record the model numbers and serial numbers for all cash registers, including backup registers. Once the register(s) are approved for use, each register will receive its own register tag from the Concessions Auditor. Register identification and tagging will begin Thursday, June 6th and Friday, June 7th. Opening “Z” readings will be required at the time of tagging. Registers cannot be used for sales until they have been identified and tagged. If you need to replace any of your cash registers, the Concessions Auditor must be notified immediately.
- ✓ **Register Tapes** Under the Concession Agreement, all cash register tapes documenting your sales must be turned over to the San Mateo County Fair on a daily basis. For the purpose of maintaining an accurate audit trail, all cash register tapes must be identified by the San Mateo County Fair register tag number assigned, name of exhibit/stand, space number, and date.
- ✓ **Final Settlement** Settlement of daily sales reports for Concessionaires will take place in the **Front Administration Office, after closing of Fair on Sunday evening, June 16th**. There will be a sign up sheet for a check out times with our Food Auditor. Commission payments can be made using cash, money order, business checks and certified check, and Visa, MasterCard or American Express.

ADA (Americans with Disabilities Act)

You must comply with the “Americans with Disabilities Act” (ADA), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Measurements for accessible food service lines and condiment tables:

- ✓ Counter heights should not exceed 34" above the floor. The minimum clear width is 36"; however, as there are few, if any, counters with open depth for knee space a 42" clear width is preferred to allow wheelchairs to turn sideways. Additional width also allows passage around a person using a wheelchair.
- ✓ Self-service shelves and dispensing devices for tableware, dishware, condiments, food and beverages shall be a maximum height of 48" for side approach and 54" for front approach Side approach is preferred due to difficulties of maneuvering a wheelchair in a crowd.
- ✓ Food vendors who do not meet the physical accessibility requirements shall establish a policy to assist patrons with disabilities. Vendors that have an accessibility policy are required to post the policy in a form and location specified by the ADA.

ADVERTISING

In order to maintain consistency and fairness, you are not allowed to advertise or promote your products in any location on the San Mateo County Fairgrounds or parking lots other than the one(s) designated by your Agreement. All business is to be conducted within the space designated by your agreement. All marketing materials (advertising, fliers, handouts, circulars, premiums, prizes, or giveaways) need to receive prior written approval by the San Mateo County Fair. No advertising material shall state or imply that the exhibit or concession stand is an activity operated by the Fair. The San Mateo County Fair logo(s) and any other trademark artwork used by the Fair cannot be used on any marketing materials such as advertisements, promotions, or forms without written consent from the San Mateo County Fair Management.

AGREEMENT & CONTRACT

Your Agreement is reviewed and acted upon in the best interest of the San Mateo County Fair on an annual basis. Please be aware that this handbook is made part of your Agreement, which you and your staff agree to abide by when the Agreement is signed.

ALCOHOL

Only the Event Center’s on-site F&B department is authorized by the San Mateo County Fair to conduct alcohol sales at any time. Any and all Food Concessionaires without a license and Fair approval are not allowed to bring or dispense alcoholic beverages on San Mateo County Fair property nor are they allowed to consume alcoholic beverages in or near their Concession Space. Violations of this policy are grounds for removal from the property and will jeopardize future participation in the San Mateo County Fair.

AWARDS

The Fair will be awarding special Commercial Vendors and Food Concessionaires for outstanding performances throughout the Fair. Awards will be presented before the end of the Fair, recognizing cooperation with management, courteousness to fairgoers and neighbors, booth appearance, excellent attendance, and abiding by all Fair rules and regulations. Additional awards for special programs may also be given.

BOARD OF EQUALIZATION

All Merchants and Concessionaires must apply for a California State Seller's Permit number directly to the BOE (State Board of Equalization). For information and seller's permit applications, call the State Board of Equalization at (949) 224-3211 or visit their website at www.boe.ca.gov

C

CLEANLINESS

We take pride in keeping a well-kept appearance. The San Mateo County Fair provides janitorial service whenever something is needed. However, it is up to you to maintain a clean booth or stand that is always clear of debris. You are also responsible for the service, maintenance and landscaping of your assigned space and stand. If you find an area on the grounds that appears to have been overlooked by our janitorial staff or simply does not have enough trash cans in that particular area, please let the Commercial Vendor Office Staff know as soon as possible. Upon load-out, please leave your space in the condition it was when you arrived!

CONCESSIONAIRES HOURS OF OPERATION

If the Fair is open for business, then you are required to be open for business as well. Each food concession stand must be ready for customers when the Fair opens each day and remain open until the closing times or as long as necessary to serve our fairgoers.

CONDUCT AND APPEARANCE

Concessionaires shall be solely and absolutely responsible for the conduct and personal appearance of all booth personnel. All personnel must be neatly dressed, orderly, and polite in their conduct and speech at all times. Intoxication, use or possession of any controlled substance, or impolite, discourteous or obscene speech or conduct toward or in hearing range of the public or refusal to follow rules shall be sufficient grounds for immediate cessation of the right and privilege to do business with the San Mateo County Fair. Employees of Food Concession Stands should be dressed in uniform with company logo or closely matching clothing such as t-shirts, shorts, aprons, or hats/visors. Absolutely no costumes can be worn during the Fair dates and Hours.

CREDENTIALS

All Concessionaires will be provide with the appropriate amount of Badges and Admission tickets prior to the Fair opening. These will be handed to you on the day you move in to your space.

- ✓ **Additional Credentials** Vendors requiring additional daily admission passes for employees only, may purchase them from the Vendor Office located in Expo Hall at a discounted rate of **\$5.00 per daily admission pass** and **\$10.00 per daily parking pass**.
- ✓ **Lost Credentials** The San Mateo County Fair is **not responsible** for any lost or stolen credentials. You will be required to purchase any replacement credentials at cost.

D

DAMAGES

You agree to promptly reimburse and pay the San Mateo County Fair for any and all damages to Association property or equipment that you, your employees, or your agents cause during the term of your Agreement

DELIVERIES

Any deliveries via shipping company will be accepted by a Fair representative and will be available for pick up in the Vendor Office of Expo Hall during posted hours. **All deliveries will be directed to enter through GATE 8.** The Commercial & Concessions Office is located on the northwest side of Expo Hall. All golf carts and all other vehicles must stay within the parking lots and are not allowed on the fairgrounds at any time during public hours. In case of restocking during Fair hours, you must carry items in by hand or use a handcart to transport any items from parking areas or public lots to your commercial vendor location.

- ✓ **UPS Delivery Services** U.P.S. will be delivering packages June 9th through June 17th. Similar arrangements have not been made with any other delivery companies, such as Federal Express or Airborne Express. No C.O.D.'s or other packages will be accepted by San Mateo County Fair staff without prior arrangements made with the Commercial Vendors Office. To ensure that your packages get to you, all packages must be marked with the following address details. **U.P.S:** 1-800-PICK-UPS Website: www.UPS.com

San Mateo County Fair
Business Name

c/o Your Name, Food Concessionaire Name

2495 South Delaware Street
San Mateo, CA 94403

- ✓ **Future Deliveries** If you intend to take money or the equivalent for goods or services to be delivered at a future date, you must post the following notice in a prominent location at your exhibit booth or stand: “The San Mateo County Fair does not guarantee future delivery of any item or return of any deposits.”

DRINK REFILLS

Refills may not be given on any item(s) at any time without written authorization from the Fair Department. If refills are allowed, only approved refill containers may be used, such as Souvenir Cups. If you are approved to sell refills the following guidelines must be used:

- ✓ The customer is to hold top and straw and hand container to the concessionaire.
- ✓ The concessionaire refills container and hands it back to customer.
- ✓ The concessionaire is not to use refill container to scoop ice.

E

ELECTRICAL

All electrical installations must confirm to the Electrical Safety Code of the State of California. All electrical needs will be determined from the information provided on your completed application. If more power is requested after 7 business days before the first day of Fair, there will be a \$100 Fee applied to your balance.

Pricing as Followed:

208 Volt- Three Phase:

| | |
|---------------|------------------|
| 30 Amps \$525 | 100 Amps \$1,000 |
| 50 Amps \$750 | 200 Amps \$1,117 |

- ✓ **Electrical Power Outage** In the event of an electrical power outage whereby the public utility company deems it necessary to reduce, cut, or rotate electrical services to the San Mateo County Event Center, the Event Center shall not be liable for any losses suffered by Fair Vendors and/or Concessionaires due to the power outage. Should the San Mateo County Event Center deem it necessary to cut water, gas, or electricity, the San Mateo County Event Center shall not be liable for any losses suffered by Fair Vendors and/or Concessionaires.
- ✓ **GENERATORS ARE ONLY PERMITTED WITH FAIR MANAGEMENT APPROVAL.**

EMPLOYEE GUIDELINES

The San Mateo County Fair is an equal opportunity employer, and we expect everyone we do business with to follow the same guidelines. We also strive to maintain a quality professional atmosphere. Therefore, all employees must be properly and tastefully clothed and conduct themselves in a professional and courteous manner at all times. Each Concessionaire is ultimately responsible for any claims, liabilities, and actions relating to the conduct and representation of their personnel.

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|--|---|
| Employment Development Department Website: www.edd.ca.gov Phone: (650) 802-5000 | Career Center placement offices at local colleges College of San Mateo – (650) 574-6571 Skyline College – (650) 738-4337 |
| Labor Ready In 3150 Spring Street Redwood City, CA 94063 (650) 364-8115 | Organized Labor: http://www.sanmateocountyeventcenter.com/ |

- ✓ **Megan’s Law**
Every owner, manager, volunteer and employee eighteen (18) years of age or older having access to or employment at the San Mateo Fair must be cleared through a Megan’s Law website. The Megan’s Law Form is included with every contract that has been emailed. It is your responsibility to complete, sign and submit this form to the San Mateo County Fair Concessions Department. Your signature verifies that you have checked all names through one of the sites provided on the Megan’s Law Form.
- ✓ **Work Permit Law**
If you employ youth under the age of eighteen (18), you are required by law to see that each holds a valid work permit. You are also required to adhere strictly to all applicable child labor laws.

EVALUATIONS

The San Mateo County Fair strives to produce a quality, attractive, and family-oriented event for our fairgoers. With this in mind, all

concession stands will be photographed, evaluated, and/or audited at least once during the Fair. Evaluations are based on the general appearance of the stand, management practices, personnel, and compliance with the rules and regulations outlined in this handbook. Please make sure to communicate with your employees the importance of evaluations for future participation at the San Mateo County Fair. Evaluations are available upon request and can be mailed to you after the Fair ends.

Your comments and suggestions are important to us. We would appreciate your comments on what you think we could improve. We would also like to hear those things you think we are doing right. Please take some time to give us your comments about the Fair!

F

FAIR OPERATING INFORMATION

Address: San Mateo County Event Center
2495 S. Delaware St.
San Mateo, CA 94403

Main Parking Lot Address
1346 Saratoga Drive
San Mateo, CA 94403

Phone: 650-574-3247

Fax: 650-574-3985

Web: www.SanMateoCountyFair.com

Administration Office Hours during Fair: 8:00am – 5:00pm

STAFF

Dana Stoehr
Kletra Newton
Diane Baumann
Justin Aquino
Nizam Brauckmann
Avinesh Pal

POSITION

Chief Executive Officer
Chief Operating Officer
Fair Auditor
Fair Operations Manager
Events Coordinator
Parking & RV Supervisor

FIRE MARSHALL / SAFETY REGULATION

The Health and Safety Code of California will govern all exhibits. The following guidelines are provided for your convenience, but there is more information regarding applicable regulations. For a complete listing of State Fire Marshal regulations, please visit the website: <http://osfm.fire.ca.gov/sfmfirecagov.html>

- ✓ The San Mateo Fire Marshal may enter any portion of any commercial vendor booth or concession stand on the grounds of the San Mateo County Event Center at any time for the purpose of inspecting the premises for fire and life safety. **ALL BOOTHS WILL BE INSPECTED AND MUST BE APPROVED BY THE FIRE MARSHAL PRIOR TO THE FAIR OPENING.**
- ✓ No display or exhibit may be installed or operated that will interfere in any way with access to any exit or with the visibility of any exit sign.
- ✓ No display shall block access to firefighting equipment, such as fire extinguisher stations, fire alarms, pull stations, fire hose cabinets, and fire hydrants.
- ✓ No display, exhibit, booth, or temporary construction shall be built of highly combustible material.
- ✓ Any paper, fabric, or decorative materials used in displays or exhibits must be fire resistant or treated with an approved fire retardant solution prior to use. **UNDER NO CIRCUMSTANCES MAY CREPE PAPER BE USED.** All draped, hanging curtains and other decorative material, including Christmas Trees, that would tend to increase the fire and panic hazard must be made from non-flammable materials or treated and maintained. Documentation of flame – retardant products used must be maintained.
- ✓ Hazardous processes, displays, or demonstrations will be required to provide portable fire protection, (i.e. properly anchored fire extinguisher).
- ✓ Electrical equipment and installation will be inspected and approved by a qualified person. All electrical installation shall conform to the Electrical Safety Code of California.
- ✓ The use and handling of any flammable or combustible liquid will be subject to approval by the San Mateo Fire Marshal.
- ✓ All compressed gas cylinders (i.e. helium tanks, propane tanks, etc.) must be secured with a chain(s) to a permanent structure to avoid tipping. A “No Smoking” sign must also be posted where cylinders are stored. Please notify the Commercial Vendor Office if you intend to use any type of tank.
- ✓ Cooking performed by a commercial vendor may be allowed only in approved locations with approved equipment. Notify the Commercial Vendor Office if you intend to cook within your commercial booth.
- ✓ The use of any type of open flame must be approved by the San Mateo Fire Marshal.
- ✓ All Concession Stands must have an approved fire extinguisher. All portable fire extinguishers and Fire Extinguishing Systems (Hood Systems) must be serviced by a licensed California Fire Extinguisher Company.
- ✓ All motor vehicles on display shall have battery cables disconnected and taped, and fuel tanks must be provided with locked caps or sealed in a manner approved by the San Mateo Fire Marshal. Fuel tanks should be no more than one-fourth full at all times.

For questions regarding Fire Regulations at the San Mateo County Fair, contact:

San Mateo Fire Department 1900 O’Farrell, Suite 140 San Mateo, CA 94403 650.522.7900 or www.ci.sanmateo.ca.us

FIRST AIDE

First Aid will be available during all hours of the Fair at the First Aid building located across from the Floral Department on the East side.

FOOD HANDLING REQUIREMENTS

A. Food Preparation & Handling: All food handling and preparation shall take place in the booth unless approval of a different preparation site has been obtained from Environmental Health Services.

B. Temperature Control: Temperature control shall be provided for potentially hazardous foods.

C. Thermometer: A properly calibrated metal-stem type thermometer (minimum 0-220°F range) is required at each booth. Hot holding, cold holding, and cooking temperatures need to be monitored throughout the event to verify code compliance and protect the public.

D. Utensil/Equipment Cleaning & Sanitizing: Booths with food preparation require two clean five gallon containers (or a size to fit your largest utensil) for the cleaning of equipment and utensils. A third may be required for general cleaning purposes. One container shall contain soapy water and the other a bleach/water solution.

Booths with food preparation require two containers of bleach solution, one for sanitizing/storing of in-use wiping cloths and one for utensils. The sanitizer should consist of 100ppm chlorine (approximately 1 tablespoon of liquid bleach per gallon of water) or other sanitizers approved by Environmental Health.

E. Washing Fruits and Vegetables: Additional facilities may be required for the washing of fruits and vegetables prior to preparation. Fruits and vegetables intended for preparation and consumption shall be washed, or cleaned of any soil or other material by washing with potable water so that it is wholesome and safe for eating.

F. Water: An adequate supply of potable (safe for drinking) water shall be provided for utensil washing and hand washing. The water supply shall be from an approved source.

G. Food Preparation Surface: Food preparation surfaces must be smooth, easily cleanable, and non-absorbent.

H. Waste Water: Water and other liquid wastes, including waste from ice bins and beverage-dispensing units, must be contained in or drained into a leak-proof container. Liquid waste must be disposed of into an approved sewage system or holding tank and not poured into a storm drain or onto the ground.

I. Food Protection: All food, beverages, equipment, and utensils shall be protected at all times from unnecessary handling and shall be stored, displayed, and served so as to be protected from contamination.

FOOD SAFETY CERTIFICATION

Being Food Safety Certified means you or at least one of your employees will have basic knowledge as to the causes of food borne illnesses and their prevention, pass an approved examination, and possess a valid certificate in food safety. California State Law requires that at least one owner/manager of each food concession stand be Food Safety Certified by an approved program. If your trained staff member should leave, you have 60 days to certify another staff member. If you sell only pre-packaged food or beverages such as dried fruit, nuts, jerky, or bottled or canned beverages, you are not required to be certified. Certificates are valid for three years from the date of issuance. Certificates must be renewed prior to expiration and posted at concession stand. The following are the approved agencies for the Food Handler Certification Exam:

-ServSafe Food Protection Management Certification Examination / Phone: 1-866-901-7778 (toll free)

-National Restaurant Association / Phone: 1-800-765-2122 (toll free)

-The National Registry of Food Safety Professionals / Phone: 1-800-446-0257 (toll free)

-Experior Assessment LLC / Phone: 1-800-624-2736 (toll free)

G

GARBAGE / FOOD WASTE

Please do not throw or sweep rubbish into the aisles. Bring your own trash bin to be used within your contracted space or use the trash bins that are provided for this purpose in or near all exhibit areas and buildings. Those demonstrations that require food must provide their own, clearly marked trash bins. These must be large enough to handle a full day's operation. **All bins must be emptied each night for early morning pick up.** Trash barrels placed behind or near concession stands should be used, rather than the trash barrels located in the highly visible dining and shopping areas, which are intended for the use of Fair guests.

GOLF CARTS AND SCOOTERS

To ensure safe fairgrounds for the public and all employees, the following safety guidelines apply to all electric and gas golf carts and scooters. Only carts with permits will be allowed to operate on the grounds and shall comply with the following:

- ✓ Permit and number must be prominently displayed (permit application enclosed).
- ✓ All carts must be insured for a minimum of **\$1,000,000.00** in general liability insurance. Your certificate of insurance must specifically state golf cart coverage and be written to the specifications of CFSA Insurance Statements.
- ✓ In our efforts to provide a safe environment for our patrons, vehicle access during the public hours of the Fair is limited to emergency or essential movement.
- ✓ Carts must be operated by responsible, licensed drivers (minimum age 18) at safe, reasonable speeds.

- ✓ Every effort to keep carts out of public areas during operating hours is encouraged. Please consider the need to drive a cart through public areas.
- ✓ Pedestrians ALWAYS have the right away over carts. Drivers are not to honk the horn or tell people to get out of the way.
- ✓ No open alcoholic containers are to be on any cart, nor shall any driver be under the influence of drugs or alcohol. Carts of violators may be impounded for the duration of the Fair and future contracts or privileges be placed in jeopardy.

GOVERNMENT REGULATIONS

Your concession stand must be conducted in a manner that strictly conforms with all applicable laws of federal, state and local authorities; public safety and fire regulations; and rules and regulations of state and local health authorities. You must also obtain all licenses applicable to the operation of your commercial vendor booth or food concession stand and are responsible for any other city, county and state permits and licenses required.

GRATUITIES & TIPS

“Tip Jars” are not allowed on the food stand or counter tops, nor is any signage that encourages tips. Though tips may be gratefully accepted, the solicitations of “tips” either visually or vocally is strictly prohibited. Tips that are accepted must be quietly placed in a receptacle under the counter/out of sight.

Gratuities of any nature to any San Mateo County Fair employee or officer should not be requested nor offered. Further, you are not allowed to solicit gratuities or tips from fairgoers.

GREASE & OIL

Several grease bins will be provided by the Fair if they are needed and requested. All cooking oil should be disposed of in these containers we provide you. If the grease bin is full, find the next closest available grease bin, or notify a San Mateo Fair staff immediately. Do not place grease in cardboard boxes or any other container that is not intended for that purpose. **DO NOT POUR GREASE INTO DRAINS.** Notify the Fair Coordinator at the Commercial Vendor Office in Expo Hall if bins are full or call (650) 574-3247.

GREENING

We would like to encourage you to minimize the packaging of your products, choose recycled packaging when possible, and to avoid the usage of polystyrene (Styrofoam) altogether. In an effort to conserve water use, please be mindful of your use of water for non-consumption purposes (ie. Washing exhibit, tent, trailer...)

- ✓ **Mandatory Use of Recycled Products & Prohibition of Polystyrene** Effective July 1, 2008, the San Mateo Board of Supervisors adopted an ordinance prohibiting the use of polystyrene products and requiring all food service providers to use recyclable cups, utensils, and containers. Recyclable plastic must be stamped with recycling symbols #1 through #5. All food service cups, utensils and containers must be biodegradable, compostable, reusable, or recyclable. Any use of polystyrene cups, utensils, and containers is strictly prohibited. Thank you for your cooperation in helping us provide for a green Fair!

GREY WATER

Grey water is not to be dumped into storm drains, flower planters, or restroom sinks or toilets. Please follow the proper procedures and only dump grey water into sewer drains. Violators are subject to a fine and cleanup charge. Washing of utensils or cooking items outside of a sink is strictly prohibited.

H

HEALTHY DEPARTMENT & HEALTH INSPECTIONS

BE READY FOR YOUR HEALTH INSPECTION THE DAY BEFORE FAIR! Your booth and stand must be manned and staffed at all times, and there must be a person of authority, such as the owner or manager, on the premises while the Fair is open to the public.

- ✓ **Re-inspections** If you fail your initial Health Department inspection, you may be asked to close by Fair Management until a re-inspection is made. If you fail your re-inspection or are cited for any critical violations, your stand may be closed for the duration of the Fair and the location assigned terminated as well as your stand removed. Critical violations are those that compromise public health resulting in food-borne illness if not corrected immediately.
- ✓ **Common critical violations include:**
 - Temperature violations such as insufficient refrigeration or improper cooling or heating procedures
 - Lack of cold or hot water
 - Surfacing sewage

- Cross connection of potable water and sewage
- Improper food handling and/or storage procedures
- Cross contamination
- Hand washing sink inaccessible or lacking soap and paper towels
- Insect or rodent infestation
- Gross unsanitary conditions

For more details and questions regarding Food Handling, Health Regulations, Forms and Fees at the San Mateo County Fair, please contact: **COUNTY OF SAN MATEO ENVIRONMENTAL HEALTH SERVICES**

455 County Center, Redwood City, CA 64063
Phone: (650) 363-4305 Fax: (650) 363-7882

- ✓ **Self-Inspections** Self-inspection forms supplied on the Health Department’s website are to be filled out and posted in all food concession stands prior to your health inspection.

I

ICE

San Francisco Ice will provide all ice service for the San Mateo County Fair. They will be available on-site during limited hours of the Fair for all your ice needs. San Francisco Ice Company will be making two ice runs/deliveries each day of Fair. **The first run will occur one hour prior to Fair opening. The second run will occur between 3:30pm and 5:00pm.** There will be no San Francisco Ice Company staff on-site after the final delivery has been made. The cost for ice is \$9.75 per 40lb bag. For special needs that can only be handled prior to the Fair, please contact San Francisco Ice at 415-671-1055.

INSURANCE

- ✓ **General Liability** All **Concessionaires are required to fulfill the insurance requirement** one of three ways:
 - 1) Provide the Fair with an original Certificate of Insurance in the amount of **\$1,000,000.00** General Liability by the date specified on the Agreement for Exhibit Space. (Hazardous Exhibits, Attractions, & Events require a coverage amount of \$2,000,000.00). All certificates **MUST** list the following additional insured statement: *“June 13th-June 21st, 2020The State of California; The San Mateo County Exposition and Fair Association; San Mateo County; entities (public or non-profit) operating as California designated agricultural fairs; their agents, directors, officers, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned.”*
Certificate Holder: The San Mateo County Exposition and Fair Association
 - 2) Purchase Special Event Insurance through the San Mateo County Fair for the cost of \$175.00. *(Fee will be added to total)*
 - 3) Include your CFSA Master List Insurance number
- The certificate **MUST include and list the dates of set-up, the Fair, and move-out.** The Certificate of Insurance must be submitted with your signed contract and deposit. If you purchase insurance after **May 15, 2020**, a **\$15.00 late fee will be charged.** If any one of the three items listed above is not provided to the Commercial Vendor Office by deadline specified on the contract, you will be required to purchase insurance from CFSA.
- ✓ **Workers Compensation Insurance** It is your responsibility as an employer to comply with California state law and obtain Workers’ Compensation Insurance for all employees, unless you do not hire employees and staff your operation only with owners, partners, or immediate family members.

For detailed information regarding California State Workers “Compensation Insurance, Labor Laws, and Safety Information”, please contact:

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| The Department of Industrial Relation www.dir.ca.gov Office of the Director 455 Golden Gate Avenue San Francisco CA 94102 | Wages, Hours and Working Conditions Division of Labor Standards Enforcement Minimum wage hotline (888) ASK –WAGE / (888) 275-9243 | Worker’s Compensation Division of Workers Compensation Public Assistance (800) 736-7401 |
| Occupational Safety and Health Division of Occupational Safety and Health Consultation service for employers (800) 963-9424 | Public Information Office: (415) 703-5070 | |

INTERNET CONNECTIVITY

Direct internet and wireless internet is available throughout the grounds **and may be purchased from the San Mateo County Fair**. The order form can be found on the San Mateo County Event Centers website. Follow the directions to purchase internet.

L

LANDSCAPING

Please preserve our landscaping by staying off the bedding around the buildings. Only water hoses, sewer lines, and electrical cables are allowed to be on the bedding surrounding any buildings. All other items must be kept on the asphalt or grass with proper access to all areas around the building for service and maintenance during the Fair.

LAYOUT CHANGES Due to unexpected grounds layout changes, Food Concessionaires may be required to set-up or move to a new location other than that stated on your contract. Should you be required to move, you will be notified as soon as possible. Each vendor and food concessionaire agrees to cooperate, at no cost, with any and all requests to re-locate made by Fair Management. No refunds will be issued due to a relocation issue. The Association reserves the right to relocate any exhibit at any time for the betterment of the show.

LIABILITY

The San Mateo County Fair is not responsible for the loss or damage to vendor property the whole duration and run of the San Mateo County Fair; including load in and load out. We shall not be held responsible for any injury to person or persons of the concessionaire, its employees or agents from any cause whatsoever arising from the performance of their contract.

LOAD IN

Food Concession Stands will be given a scheduled arrival time for the load in on Wednesday, June 10th, 2020. Set-up may continue for the remaining times listed:

Wednesday, June 10th, 2020 from 8:00am to 6:00pm

Thursday, June 11th, 2020 from 8:00am to 6:00pm

Friday, June 12th, 2020 from 8:00am to 6:00pm

- ✓ **Opening Day All preparation for Food Concession Stands must be completed by 10:00am on opening day.** Early arrivals may be arranged with prior approval from Concessions Coordinator. Concessionaires will be responsible for the installation and disassembling of their own trailer. Fair Maintenance will be available to assist with forklift or dolly needs during designated times that are scheduled with the Fair Team.

LOAD OUT

The Fair will be closed to the public at 10:00pm on the last day of Fair. The Carnival will close at 11:00 pm; however Fair Management reserves the right to close the Fair or carnival earlier or later. Any vendor who dismantles any part of their exhibit prior to the building/ground closing on the last Sunday of the Fair will forfeit their right to reserved space the following year. Concessions may only be dismantled after 10:00pm closing night. To allow for public safety, **vehicles will be prohibited from driving onto the grounds** for a minimum of one-half hour after official carnival closing on Sunday, June 21, 2020. The San Mateo County Exposition & Fair Association cannot be held responsible for any items left beyond 2:00am closing night of the Fair.

- ✓ **Reminder Concessionaires must make final payment to the Fair on closing night, Sunday, June 21st, 2020, by 12:00am midnight.** Final check-out and payments will be based on the signup sheet; first come first serve basis. Present yourself at the **Administration Office** with your final Z tape at the time assigned to you on the signup sheet. There will be NO EXCEPTIONS! All vehicles on the grounds must be Sunday, June 17th evening after Fair at midnight. If Food Concession stand(s) or equipment need to remain on the grounds after 12:00pm on the last day of Fair. You must request permission and make arrangements for storage of trailer/equipment with the Vendor Office in Expo Hall.

M

MEGANS LAW

Every owner, manager, volunteer and employee eighteen (18) years of age or older having access to or employment at the San Mateo Fair must be cleared through a Megan's Law website. The Megan's Law Form is included with every contract that has been emailed. It is your responsibility to complete, sign and submit this form to the San Mateo County Fair Concessions Department. Your signature verifies that you have checked all names through one of the sites provided on the Megan's Law Form.

MENUS AND PRICING

If your operation requires a menu, it must be easily visible and readable from the front of your stand. No hand written menus are allowed. You must also clearly display any special promotion(s) and signs required by the County Health Department. All menus must be submitted in advance to the Commercial Vendors Office. Each menu must include a list of items for sale and their prices. All prices must include the current California State Sales Tax (7.25%). Sales taxes are subject to change. Soft drinks and other beverages must comply with standard prices and portions as approved by the Fair. If we determine that any price or portion appears inadequate or unreasonable, you will be advised and given the opportunity to justify prices and portions, subject to Commercial Vendor Department approval. Failure to comply with these financial reporting procedures will be considered a violation of your Agreement. If a violation is so severe that it must be dealt with immediately, Fair Management will be called upon to review the situation and decide what action must be taken. Violations will be taken into consideration when reviewing applications for future San Mateo County Fairs or may result in immediate cessation of the right and privilege to do business with the San Mateo County Fair.

MERCHANDISE

In order to ensure the success of our Concessionaires, you may not give away or sell any items that will create unfair competition for our food concessionaires, novelty contractors, or game vendors. The following items cannot be sold or given away without written permission from the Fair Department, including but not limited to: candy, popcorn, nuts, balloons, plush animals, inflatables, glow products, stickers, decals and any other item that could create unfair competition. It is also important to us to keep a diverse mix of products in the Fair. Food Concessionaires will not be permitted to sell, give away, or display any items not specified in your Agreement.

MERCHANDISE EXCLUSIVITY & DIVERSITY

The Fair does not grant product exclusivity to any vendor participating in the Fair unless such exclusive rights were granted through a specialized contracting process - such as major sponsorships or competitive bidding. For the mutual benefit of our vendors and the public we do make every attempt to diversify products by not over-booking product lines. The Fair makes the best selection possible from available applications. Selection is based upon product, presentation, references, and whether the product fits within the Rules and Regulations adopted by the Fair.

MONETARY CHANGE

The San Mateo County Fair does not provide monetary change services. Please see below a list of the nearest banks:

Wells Fargo (650) 341-8751: 2950 El Camino Real, San Mateo, CA 94403.

Banks of America (650) 358-4454: 2900 S El Camino Real, San Mateo, CA 94403.

Chase (650) 345-0609: 1730 S El Camino Real, San Mateo, CA 94402

MOTORIZED VEHICLES

Any motorized vehicle that is part of your display must be approved by the San Mateo County Fair in advance and remain in place during the entire nine day run of the Fair. If you are exhibiting vehicles powered by internal combustion gasoline engines inside buildings please follow these guidelines:

- Gasoline must be drained from the tank allowing only enough fuel (1/4 tank or 5 gallons – whichever is less) to enable the vehicle to drive in and out of the building.
- To deter removal, gas caps must be taped in place.
- Batteries must be disconnected.
- Battery terminals must be taped with electrical tape.
- Vehicles must be inspected by County Fair Management.
- Vehicles must be available for inspection by the Fire Marshal.

P

PEPSI INFORMATION

Pepsi is the exclusive beverage provider at the San Mateo County Fair and Event Center.

- The contract with the Pepsi Bottling Company grants exclusive rights to Pepsi for the sale and distribution of Pepsi products in and on facilities owned and operated by the San Mateo County Fair and Event Center Association.
- The Association is responsible for ensuring that any person or group that is selling or serving beverages in or on Association facilities purchases and provides only Pepsi products.
 - Any and all requirements, provisions, or restrictions contained in the agreement with Pepsi apply equally and without exception to Concessionaires and Licensees, and any other person or group that is selling or serving beverages in or on Association facilities.
- The requirements and provisions of the agreement shall also apply equally and without exception to any outside organization using facilities of the San Mateo County Fair and Event Center
- For purposes of clarification and reference, the specific language in the agreement relating to exclusive rights granted to Pepsi Bottling and the ensuing obligations of the Association is provided as follows:

- Sponsor (Pepsi) shall have the exclusive right to make beverages available for sale and distribution on San Mateo Event Center property. The Association agrees that Products shall be the exclusive beverages sold, dispensed, served, or sampled at all locations and at all functions on the property. The Association agrees that the Association and all other persons serving Beverages on property, including without limitation concessionaires, food service vendors, and Licensees, shall purchase and provide only and all products that Sponsor produces and distributes.
- Concessionaires and Licensees shall make all Pepsi product purchases under the San Mateo County Event Center Master Account. Contact information shall be provided to all Concessionaires are to establish sub-accounts under the San Mateo County Event Center Master Account for ordering and direct billing purposes. All outside Beverage Products (listed below) purchased or obtained that are not purchased under the San Mateo County Event Center Master Account are prohibited on San Mateo County Event Center property. At no time shall a vendor use any other provider for beverage products sold on Association property. The Association reserves the right to review order history to verify compliance with ordering guidelines.

Beverage or Beverages Defined The terms Beverage and Beverages are carefully defined in the contract and apply specifically and exclusively to all beverage products used by the district, as follows:

- All hot and cold, carbonated and non-carbonated, non-alcoholic beverages, including but not limited to the following:
 - Carbonated soft drinks
 - Frozen carbonated and non-carbonated beverages
 - Packaged waters
 - Natural or artificially flavored fruit juices
 - Fruit juice-containing drinks and fruit-flavored drinks (sweetened or unsweetened)
 - Tea products
 - Hypertonic, isotonic, and hypotonic drinks
 - Energy and fluid replacement drinks

POSTAL SERVICE

All incoming and outgoing mail can be dropped off and picked up at the VENDOR OFFICE located on the **west side of Expo**. There will be a tray for incoming and outgoing mail.

POWER CONSERVATION

If you are not from California, please understand that we are on a serious about “flexing our power” to conserve our energy. Power conservation is mandatory and Fair staff will be monitoring everyone for compliance. Violators will have their power cords disconnected, so please be sure to follow these guidelines:

- All lights and other non-essential equipment must be turned off when the Fair closes each day.
- Outside lights must remain off until 7:00pm nightly.
- Fair staff may ask you to disconnect any/all items occupying an electrical outlet at any time.

PROPANE

The San Mateo County Fair does not provide propane service. If you require propane, you will need to make your own arrangements. Propane lines and piping must be approved by the Fair. All gas lines/pipes must have a valve at the entry to the concession and you must turn off the gas supply at closing time each night. All compressed gas cylinders, full or empty, must be secured to prevent tipping or falling over. All propane tanks must be secured, upright and locked, to your food trailers.

R

RV ACCOMODATIONS

There are a limited number of spaces with water, sewer, and electrical hookups available on site. Spaces will be allocated by staff and **must be paid for in advance**. These spaces are for **motor homes and trailers only**. No camping tents are allowed on San Mateo County Event Center grounds. RV Space Application Form and payment must be returned to make your request for reservation. The Event & Parking Supervisor will determine the location and changes if needed. A request for stock truck storage must be made in advance of the Fair. Dead storage location will be determined upon arrival.

One season auto parking pass will be issued per RV space. These are for vehicles in the RV area only. Portable dump stations for grey water will be available. A “pump truck” is scheduled for those spaces (#25-36) that do not have sewer hook-ups during the Fair. There will be a complimentary pumping scheduled and service dates between 7:00am and 8:00am on different days. If you need additional services, please call Golden Gate Portables at 888-880-5171 to make an appointment. Restrooms are available during scheduled hours only. ***Hours are subject to change***

Please contact our Parking Managers for any questions: **Avinesh Pal at 650-574-3247 Ext 345.**

S

SALES TAX

As of today, the San Mateo County Sales Tax is 8.75%.

SCREENS AND FENCING

Concession stands must be completed with visual screening to hide any approved service and storage areas from the public view. Screens and fencing are to be provided by concessionaire and should be designed to match the artwork and colors of the booth, concession stand or trailer it is attached to. They must completely block any view to the entire back/side service and storage area of your booth, food stand or trailer. All trailers must have proper skirting around the perimeter to hide the under carriage, wheels or chassis and trailer hitch.

SECURITY

Never leave your stand unattended at any time during operating hours. For the protection of all items within the facilities buildings and outside grounds, CSC Security guards will be on duty from 10:00pm until the buildings open to the public the following day. Losses or infractions must be reported to the Commercial Vendor Office and Security immediately upon detection. Roving security will be on duty near the RV parking during "open" Fair hours only. **Management will not be responsible for lost, damaged, or stolen merchandise.**

SEWER CONNECTION

All drain and sewer connections will be done in accordance with the Fair's approval. All sewer lines have been cleaned and prepared for your connection in advance of your arrival. Sewers will be properly identified. Do not plug in or utilize any sewers locations before being authorized by staff. If your line backs up, we will work with you to assist in the repair. Repeated back-ups may be considered a violation of your Agreement to operate properly and safely. It is your responsibility to ensure that you are using a proper sewer connection. Ask Fair Management to verify that you are using an operational connection.

SMOKING

Smoking is NO LONGER PERMITTED ON GROUNDS, which means smoking in food preparation facilities, county buildings, reception areas, hallways, entrances, or bathrooms is not allowed at any time. This rule also applies during load-in and load-out days. By state law and the interest of public health, smoking shall not be permitted on or within 20 feet of any State of California building.

STAFFING

Concession Stands must be properly staffed at all times during the Fair's operating hours. Remember, you will require breaks throughout the day and will need relief staff at your booth while you are away. Exhibitors in need of additional personnel may contact:

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| Employment Development Department Website: www.edd.ca.gov Phone: (650) 802-5000 | Career Center placement offices at local colleges College of San Mateo – (650) 574-6571 Skyline College – (650) 738-4337 |
| Labor Ready In 3150 Spring Street Redwood City, CA 94063 (650) 364-8115 | Organized Labor: http://www.sanmateocountyeventcenter.com/ |

**Concessionaires may also check with the San Mateo County Fair Administration Office before Fair time for local people interested in working at the Fair.*

STATE SELLERS PERMIT

Vendors selling at the Fair must have a State Seller's Permit Number. For more information on how to obtain a Seller's Permit, visit: <http://www.boe.ca.gov/sutax/sutprograms.htm>. In addition, you must include the San Mateo County Fair as a sub-location: San Mateo County Fair, 2495 S. Delaware Street, San Mateo, CA 94403. Please note that you **MUST** have your seller's permit number displayed in your booth/stand at all times and you may be subjected to an evaluation by the California State Board of Equalization.

STORAGE

The San Mateo County Fair does not provide storage. Food Concessionaires will need to make arrangements at their own expense. All excess boxes, cartons, crates, pallets, spa covers, and/or merchandise must be in your booth or rented outside area and out of public view. Storage for equipment not being used during the Fair is available on a limited basis and must be arranged in advance. Fees are dependent on space and services needed. If you have any vehicles, trailers, hitches, etc. which are not needed during the nine days of the fair, arrangements must be made in advance to rent an area in our secure storage lot during the Fair. If the equipment is found parked at any other location on the fairgrounds without an appropriate parking credential, it will be towed at the owner's expense. The

San Mateo County Fair assumes no liability for stored equipment, though the area is fenced in and within our parking lot. For more information contact the Parking Manager Avinesh Pal about Stock Truck Storage.

SUB LEASING

Your assigned space is for your sole, exclusive and personal use. Food Concessionaires are not allowed to sub-lease or allow any person or business to use your contracted space unless granted written permission by the San Mateo County Fair. If the approved sub-lease is doing business under a fictitious name or as a partnership or corporation, one individual of the business must be designated as the responsible party. The individual is the only one who can enjoy the privileges of conducting business, displaying, giving, or receiving information at your location. If allowed, the sub-lease must comply with all Vendor requirements and rules.